EXHIBIT E

They'll do it there.

Can we look at this next slide, slide two. Yeah.

You'll see that those are comparatively not that many guns, so I think we can do this at the factory. The company takes care of the shipping, the cost of that, supplies the boxes, so I think it's relatively painless for class members.

Jon, all apologies for injecting.

MR. ROBINSON: No problem. They know more about those issues than we do, I think, at this point.

THE COURT: Mr. Robinson, maybe the third category is one more suitable to be addressed by you in any event. These older firearms are not going to be repaired. They get either $10 or $12.50 in either the voucher or coupon. It looks like a voucher to me, but you may choose to address that.

If the guns are defective, why are they still out there?

MR. ROBINSON: Your Honor, we believe that, first of all, there are very few of those. Most of those guns are at least 30 -- the newer ones of the groups are 30 plus years old. The older ones average probably 50 or 60 years old.

If they've lasted this long, if they're still being used and a risk, a safety risk, they are probably going to continue to be okay. They're probably going to continue to be

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safe.

They cannot be repaired practically just from what we know. They cannot be retrofitted, as like the other 700s can be, and so when we look at -- the court -- we've called them a voucher. We believe that they are like cash. They are transferable. Remington has a website with lots of products on it that have a value of -- within the values of these vouchers.

Remington will allow them to be combined with other offers, with other vouchers, with other credits and premiums, so they are like cash and, again, can be transferable. We believe it's a real value for these gun owners.

In addition, because they are so old, there are problems, I think, timing wise in making claims. Statutes of limitations may come -- become a problem.

The other --

THE COURT: The settlement agreement ignores the statute of limitations?

MR. ROBINSON: It does, it does. That's true.

The settlement does not waive a right for personal injury or property damage, though, so if there is an issue with one of the 600s or the 715s or the early 770s --

THE COURT: The problem with that approach, Mr. Robinson, is somebody actually has to get hurt. If the guns are defective and they're still out there, there is the survive motions based on statute of limitations and other defenses.

You know, the longest statute of limitations I believe is 15 years. These guns long -- are much older than that rather. These are economic loss claims. They would have expired a long time ago. Moreover, if these claims were litigated either individually or on a proposed class action basis, the plaintiffs would, frankly, encounter a world of problems.

I mean, these cases are complex. There's difficult proof problems. Reliance and materiality, as this court mentioned in its BPA decision, would be implicated. Scientific issues would be implicated about the trigger mechanisms involved. Again, we've got defenses. So we believe that the individuals, the gun owners in this category who get to keep their guns, which are essentially heirlooms at this point, also get a voucher, and these are properly considered in our view, Your Honor, to be vouchers rather than nothing.

And in doing this, our thought for Remington, Your Honor, was we've got this category of claimants -- of individuals. We don't think any claim they would have would be viable, but in a gesture of customer satisfaction, brand loyalty, the company thought it would be good to bring them into the fold. So that was the impetus for doing that.

percentage of the purchase price for a new trigger. They're going to be getting the triggers 100 percent covered, no shipping, no handling, no labor cost, and we believe after all the years and history with the Walker triggers and those like them, the ones that have the connectors, that's a tremendous benefit that anyone who can, we need to replace those.

The second question you asked, Your Honor, is to explain why the owners of the Model 700, the model -- the Sportsman 78 and the 673 could choose to take them to a dealer, and I think Mr. Sherk has already explained that from Remington's point of view. We -- there's a significant difference in the technology and the work that has to be done to justify that.

Your third question related to the coupons. We've discussed that. We think that these vouchers are not coupons. They are basically like cash. They're transferable. Mr. Sherk has just described how many products are available, and, once again, the guns that those vouchers apply to are the 721, the 722, and the 725 rifles, which are going to receive a $10 voucher, are all over 50 years old. Many much older. The Model 600, 660, and the XP-100 rifles are all over 30 years and some much older than that.

Once again, regarding safety, we believe that the guns that are still there, the universe is much smaller for those than it is for the Model 700s, that they are not likely